

1 E. MARTIN ESTRADA  
United States Attorney  
2 MACK E. JENKINS  
Assistant United States Attorney  
3 Chief, Criminal Division  
SARAH SPIELBERGER (Cal. Bar No. 311175)  
4 ALEXANDRA MICHAEL (Cal. Bar No. Pending)  
Assistant United States Attorneys  
5 General Crimes Section  
1200 United States Courthouse  
6 312 North Spring Street  
Los Angeles, California 90012  
7 Telephone: (213) 894-3756  
Facsimile: (213) 894-0141  
8 E-mail: sarah.spielberger@usdoj.gov  
alexandra.michael@usdoj.gov  
9

Attorneys for Plaintiff  
10 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 CARLOS CORONA, et al.,

17 Defendants.  
18

No. 23-CR-429-JFW-3

PLEA AGREEMENT FOR DEFENDANT JOHN  
WESLEY BESS JR.

19 1. This constitutes the plea agreement between JOHN WESLEY  
20 BESS JR. ("defendant") and the United States Attorney's Office for  
21 the Central District of California (the "USAO") in the above-  
22 captioned case. This agreement is limited to the USAO and cannot  
23 bind any other federal, state, local, or foreign prosecuting,  
24 enforcement, administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to/that:

27 a. At the earliest opportunity requested by the USAO and  
28 provided by the Court, appear and plead guilty to Counts One and 46

1 of the indictment in United States v. Carlos Corona, et al., No. 23-  
2 CR-429-JFW-2, which charge defendant with Conspiracy to Commit Bank  
3 Fraud, in violation of 18 U.S.C. § 1349, and Aggravated Identity  
4 Theft, in violation of 18 U.S.C. §§ 1028A(a)(1), 2(a).

5 b. Not contest facts agreed to in this agreement.

6 c. Abide by all agreements regarding sentencing contained  
7 in this agreement.

8 d. Appear for all court appearances, surrender as ordered  
9 for service of sentence, obey all conditions of any bond, and obey  
10 any other ongoing court order in this matter.

11 e. Not commit any crime; however, offenses that would be  
12 excluded for sentencing purposes under United States Sentencing  
13 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
14 within the scope of this agreement.

15 f. Be truthful at all times with the United States  
16 Probation and Pretrial Services Office and the Court.

17 g. Pay the applicable special assessments at or before  
18 the time of sentencing unless defendant has demonstrated a lack of  
19 ability to pay such assessments.

20 h. Any and all criminal debt ordered by the Court will be  
21 due in full and immediately. The government is not precluded from  
22 pursuing, in excess of any payment schedule set by the Court, any and  
23 all available remedies by which to satisfy defendant's payment of the  
24 full financial obligation, including referral to the Treasury Offset  
25 Program.

26 i. Complete the Financial Disclosure Statement on a form  
27 provided by the USAO and, within 30 days of defendant's entry of a  
28 guilty plea, deliver the signed and dated statement, along with all

1 of the documents requested therein, to the USAO by either email at  
2 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial  
3 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los  
4 Angeles, CA 90012. Defendant agrees that defendant's ability to pay  
5 criminal debt shall be assessed based on the completed Financial  
6 Disclosure Statement and all required supporting documents, as well  
7 as other relevant information relating to ability to pay.

8 j. Authorize the USAO to obtain a credit report upon  
9 returning a signed copy of this plea agreement.

10 k. Consent to the USAO inspecting and copying all of  
11 defendant's financial documents and financial information held by the  
12 United States Probation and Pretrial Services Office.

13 THE USAO'S OBLIGATIONS

14 3. The USAO agrees to:

15 a. Not contest facts agreed to in this agreement.

16 b. Abide by all agreements regarding sentencing contained  
17 in this agreement.

18 c. At the time of sentencing, move to dismiss the  
19 remaining counts of the indictment as against defendant. Defendant  
20 agrees, however, that at the time of sentencing the Court may  
21 consider any dismissed charges in determining the applicable  
22 Sentencing Guidelines range, the propriety and extent of any  
23 departure from that range, and the sentence to be imposed.

24 d. At the time of sentencing, provided that defendant  
25 demonstrates an acceptance of responsibility for the offenses up to  
26 and including the time of sentencing, recommend a two-level reduction  
27 in the applicable Sentencing Guidelines offense level, pursuant to  
28

1 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
2 additional one-level reduction if available under that section.

3 NATURE OF THE OFFENSES

4 4. Defendant understands that for defendant to be guilty of  
5 the crime charged in Count One, that is, Conspiracy to Commit Bank  
6 Fraud, in violation of Title 18, United States Code, Section 1349,  
7 the following must be true:

8 a. First, beginning no later than October 14, 2020, and  
9 continuing through at least on or about August 18, 2023, there was an  
10 agreement between two or more persons to commit Bank Fraud, in  
11 violation of Title 18, United States Code, Section 1344(1);

12 b. Second, defendant became a member of the conspiracy  
13 knowing of at least one of its objects and intending to help  
14 accomplish it; and

15 c. Third, one of the members of the conspiracy performed  
16 at least one overt act for the purpose of carrying out the  
17 conspiracy.

18 5. Defendant understands that for an individual to be guilty  
19 of Bank Fraud, in violation of Title 18, United States Code, Section  
20 1344(1), the following must be true:

21 a. First, the individual knowingly executed or attempted  
22 to execute a scheme to defraud a financial institution of something  
23 of value;

24 b. Second, that the statements made as part of the scheme  
25 were material; that is, they had a natural tendency to influence, or  
26 were capable of influencing, a person to part with money or property;

27 c. Third, the individual did so with the intent to  
28 defraud the financial institution; and

1           d.     Fourth, the financial institution was insured by the  
2 Federal Deposit Insurance Corporation.

3           A "scheme to defraud" means any deliberate plan of action or  
4 course of conduct by which someone intends to deceive or cheat, in  
5 other words to deprive the victim of money or property by means of  
6 deception. It is not necessary for the government to prove that a  
7 financial institution was the only or sole victim of the scheme to  
8 defraud. It is also not necessary for the government to prove that  
9 the defendant was actually successful in defrauding any financial  
10 institution. Finally, it is not necessary for the government to  
11 prove that any financial institution lost any money or property as a  
12 result of the scheme to defraud.

13           An "intent to defraud" means to act willfully and with the  
14 specific intent to deceive and cheat.

15           6.     Defendant understands that for defendant to be guilty of  
16 the crime charged in Count 46, that is, Aggravated Identity Theft, in  
17 violation of Title 18, United States Code, Section 1028A(a)(1), the  
18 following must be true:

19                 a.     First, defendant knowingly possessed or used without  
20 legal authority a means of identification of another person;

21                 b.     Second, defendant knew that the means of  
22 identification belonged to a real person; and

23                 c.     Third, defendant did so during and in relation to the  
24 commission of Conspiracy to Commit Bank Fraud, in violation of 18  
25 U.S.C. § 1349, as charged in Count One of the indictment, or Bank  
26 Fraud, in violation of 18 U.S.C. § 1344(1), as charged in Count Two  
27 of the indictment.

1           7. Defendant understands that for defendant to be guilty of  
2 aiding and abetting Aggravated Identity Theft, as charged in Count  
3 46, in violation of Title 18, United States Code, Sections  
4 1028A(a)(1), 2(a), the following must be true:

5           a. First, someone else committed Aggravated Identity  
6 Theft;

7           b. Second, defendant aided, counseled, commanded,  
8 induced, or procured that person with respect to at least one element  
9 of Aggravated Identity Theft;

10           c. Third, defendant acted with the intent to facilitate  
11 Aggravated Identity Theft; and

12           d. Fourth, defendant acted before the crime was  
13 completed.

14                                   PENALTIES AND RESTITUTION

15           8. Defendant understands that the statutory maximum sentence  
16 that the Court can impose for a violation of Title 18, United States  
17 Code, Section 1349, is: 30 years' imprisonment; a 5-year period of  
18 supervised release; a fine of \$1,000,000 or twice the gross gain or  
19 gross loss resulting from the offense, whichever is greatest; and a  
20 mandatory special assessment of \$100.

21           9. Defendant understands that the statutory maximum sentence  
22 that the Court can impose for a violation of Title 18, United States  
23 Code, Sections 1028A(a)(1), 2(a), is: 2 years' imprisonment; a 1-year  
24 period of supervised release; a fine of \$250,000 or twice the gross  
25 gain or gross loss resulting from the offense, whichever is greatest;  
26 and a mandatory special assessment of \$100.

27           10. Defendant understands, therefore, that the total maximum  
28 sentence for all offenses to which defendant is pleading guilty is:

1 32 years' imprisonment; a 5-year period of supervised release<sup>1</sup>; a  
2 fine of \$1,250,000 or twice the gross gain or gross loss resulting  
3 from the offenses, whichever is greatest; and a mandatory special  
4 assessment of \$200.

5 11. Defendant understands that the statutory mandatory minimum  
6 sentence that the Court must impose for a violation of Title 18,  
7 United States Code, Sections 1028A(a)(1), 2(a), is: 2 years'  
8 imprisonment, which must run consecutive to any other sentence of  
9 imprisonment, and a mandatory special assessment of \$100.

10 12. Defendant understands that defendant will be required to  
11 pay full restitution to the victims of the offenses to which  
12 defendant is pleading guilty. Defendant agrees that, in return for  
13 the USAO's compliance with its obligations under this agreement, the  
14 Court may order restitution to persons other than the victims of the  
15 offenses to which defendant is pleading guilty and in amounts greater  
16 than those alleged in the counts to which defendant is pleading  
17 guilty. In particular, defendant agrees that the Court may order  
18 restitution to any victim of any of the following for any losses  
19 suffered by that victim as a result: (a) any relevant conduct, as  
20 defined in U.S.S.G. § 1B1.3, in connection with the offenses to which  
21 defendant is pleading guilty; and (b) any counts dismissed pursuant  
22 to this agreement as well as all relevant conduct, as defined in  
23 U.S.S.G. § 1B1.3, in connection with those counts. The parties  
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25 <sup>1</sup> Defendant understands that there is case law suggesting that  
26 the term of supervised release on Count 46 could be imposed to run  
27 consecutively to the terms of supervised release on the other count.  
28 While the USAO does not intend to seek a consecutive term of  
supervised release, defendant understands that if the Court were to  
impose a consecutive term of supervised release, the maximum term of  
supervised release for all of the counts of conviction would be six  
years, rather than five years as stated in the text above.

1 currently believe that the applicable amount of restitution is  
2 approximately \$2,722,632.52, but recognize and agree that this amount  
3 could change based on facts that come to the attention of the parties  
4 prior to sentencing.

5 13. Defendant understands that supervised release is a period  
6 of time following imprisonment during which defendant will be subject  
7 to various restrictions and requirements. Defendant understands that  
8 if defendant violates one or more of the conditions of any supervised  
9 release imposed, defendant may be returned to prison for all or part  
10 of the term of supervised release authorized by statute for the  
11 offense that resulted in the term of supervised release, which could  
12 result in defendant serving a total term of imprisonment greater than  
13 the statutory maximum stated above.

14 14. Defendant understands that, by pleading guilty, defendant  
15 may be giving up valuable government benefits and valuable civic  
16 rights, such as the right to vote, the right to possess a firearm,  
17 the right to hold office, and the right to serve on a jury.  
18 Defendant understands that he is pleading guilty to a felony and that  
19 it is a federal crime for a convicted felon to possess a firearm or  
20 ammunition. Defendant understands that the convictions in this case  
21 may also subject defendant to various other collateral consequences,  
22 including but not limited to revocation of probation, parole, or  
23 supervised release in another case and suspension or revocation of a  
24 professional license. Defendant understands that unanticipated  
25 collateral consequences will not serve as grounds to withdraw  
26 defendant's guilty pleas.

27 15. Defendant and his counsel have discussed the fact that, and  
28 defendant understands that, if defendant is not a United States



1 citizen, the convictions in this case make it practically inevitable  
2 and a virtual certainty that defendant will be removed or deported  
3 from the United States. Defendant may also be denied United States  
4 citizenship and admission to the United States in the future.  
5 Defendant understands that while there may be arguments that  
6 defendant can raise in immigration proceedings to avoid or delay  
7 removal, removal is presumptively mandatory and a virtual certainty  
8 in this case. Defendant further understands that removal and  
9 immigration consequences are the subject of a separate proceeding and  
10 that no one, including his attorney or the Court, can predict to an  
11 absolute certainty the effect of his convictions on his immigration  
12 status. Defendant nevertheless affirms that he wants to plead guilty  
13 regardless of any immigration consequences that his pleas may entail,  
14 even if the consequence is automatic removal from the United States.

15 FACTUAL BASIS

16 16. Defendant admits that defendant is, in fact, guilty of the  
17 offenses to which defendant is agreeing to plead guilty. Defendant  
18 and the USAO agree to the statement of facts provided below and agree  
19 that this statement of facts is sufficient to support pleas of guilty  
20 to the charges described in this agreement and to establish the  
21 Sentencing Guidelines factors set forth in paragraph 17 below but is  
22 not meant to be a complete recitation of all facts relevant to the  
23 underlying criminal conduct or all facts known to either party that  
24 relate to that conduct.

25 a. Beginning no later than October 14, 2020, and  
26 continuing through at least August 18, 2023, in Los Angeles County  
27 and Orange County, within the Central District of California, and  
28 elsewhere, defendant conspired and agreed with co-defendants CARLOS

1 CORONA, JOSE LUIS EDEZA JR., RICARDO OCHOA JR., SAULO SOLARES, CARLOS  
2 LUIZ ARELLANO, SOFIA ALVAREZ, KAREN VANESSA MARTINEZ, VANESSA CORTES  
3 ARZATE, and RICARDO WILFREDO NICHOLSON (collectively, the "CO-  
4 CONSPIRATORS"), to knowingly and intentionally commit bank fraud.  
5 Specifically, defendant and the CO-CONSPIRATORS agreed to knowingly  
6 execute a scheme to fraudulently obtain money owned by Bank of  
7 America, N.A. ("BOA"), Citibank, N.A. ("Citi"), Wells Fargo, N.A.  
8 ("WFB"), JP Morgan Chase Bank ("Chase"), U.S. Bancorp ("USB"),  
9 Kinecta Federal Credit Union ("Kincta"), Navy Federal Credit Union  
10 ("NFCU"), and SchoolsFirst Federal Credit Union ("SchoolsFirst")  
11 (collectively, the "Financial Institutions"), through materially  
12 false and fraudulent pretenses, representations, and promises.  
13 Defendant joined this conspiracy knowing of this object and intending  
14 to help accomplish it.

15 b. At all times during the conspiracy, BOA, Citi, WFB,  
16 Chase, USB, Kincta, NFCU, and SchoolsFirst were financial  
17 institutions insured by the Federal Deposit Insurance Corporation  
18 ("FDIC").

19 c. In furtherance of the conspiracy, co-defendant SOLARES  
20 and others stole checks from the U.S. mail, including from mailboxes  
21 and post office mail collection boxes located outside of U.S. Post  
22 Office locations. Defendant and co-defendants CORONA, EDEZA, and  
23 OCHOA, and other co-conspirators, would then take possession of the  
24 checks that co-defendant SOLARES and others stole.

25 d. In furtherance of the conspiracy, defendant and co-  
26 defendants CORONA, EDEZA, OCHOA, ALVAREZ, MARTINEZ, CORTES ARZATE,  
27 ARELLANO, and NICHOLSON, and other co-conspirators, solicited bank  
28 account holders through social media to provide their debit cards and

1 bank account information to defendant and his co-conspirators. In  
2 return, defendant and his co-conspirators promised these account  
3 holders a cut of any fraudulent funds deposited into their accounts.  
4 To circumvent the fraud protections of the Financial Institutions,  
5 defendant and his co-conspirators specifically requested bank  
6 accounts that had been open for a certain amount of time so that the  
7 defendants could get access to the stolen funds more quickly. Once  
8 bank account holders responded to the advertisements via social media  
9 and provided the information requested in the advertisements,  
10 including bank account numbers, PIN numbers, and online banking log-  
11 in information, defendant and his co-conspirators also took physical  
12 possession of the account holders' debit cards. Defendant and his  
13 co-conspirators then exchanged the debit cards and bank account  
14 information obtained from the bank account holders with each other.

15 e. In furtherance of the conspiracy, defendant and co-  
16 defendants CORONA, EDEZA, and OCHOA, and other co-conspirators,  
17 deposited the stolen checks into the bank accounts that had been  
18 sourced by defendant and other co-conspirators. In most cases, the  
19 stolen checks were falsely endorsed in the original payee's name. In  
20 doing so, the co-conspirators falsely represented that they were the  
21 payees on the checks and were entitled to the funds and concealed  
22 that they were not the payees on the stolen checks and that they were  
23 not authorized to deposit the checks or receive the payees' funds.  
24 In some cases, the checks were washed or altered to make the payee  
25 the name of the owner of the bank account into which the checks were  
26 being deposited.

27 f. In furtherance of the conspiracy, after the stolen  
28 checks were deposited into the bank accounts described above,

1 defendant and co-defendants CORONA, EDEZA, and OCHOA, and other co-  
2 conspirators, rapidly depleted the fraudulently deposited funds from  
3 the account holders' accounts by making cash withdrawals, electronic  
4 transfers, and/or debit card purchases.

5 g. Throughout the course of the conspiracy, to conceal  
6 the fraud, defendant and his co-conspirators instructed account  
7 holders to claim that their accounts had been compromised if  
8 contacted by the Financial Institutions about the fraudulent  
9 deposits.

10 h. Also in furtherance of the conspiracy, defendant and  
11 his co-conspirators committed at least the following acts:

12 i. On September 24, 2021, in response to co-  
13 defendant SOLARES's Instagram direct message asking if defendant  
14 needed stolen checks in amounts over \$20,000, defendant responded  
15 that he did.

16 ii. On September 28, 2021, in response to co-  
17 defendant SOLARES's Instagram direct message containing two  
18 photographs depicting approximately 19 stolen checks, including  
19 checks issued by the United States and the State of California,  
20 defendant said he wanted the "state checks."

21 iii. On February 18, 2021, defendant directed co-  
22 defendant EDEZA to post to his Instagram story a photograph  
23 depicting: (1) a WFB ATM receipt dated February 18, 2021 that  
24 documented a check deposit in the amount of \$21,936 which would be  
25 available on February 19, 2021, (2) a WFB debit card, and (3) a logo  
26 for "2021."

27 iv. On June 14, 2021, defendant posted an Instagram  
28 story entitled "Money Monday," depicting a photograph of a stack of

1 debit cards with the caption "ALL BANKS WELCOME TAP IN," and inviting  
2 followers to send defendant a direct message if they were interested  
3 in making money.

4 v. On June 22, 2021, defendant posted an Instagram  
5 story that invited followers with BOA or WFB accounts to direct  
6 message him.

7 vi. On December 17, 2020, co-defendant MARTINEZ sent  
8 defendant an Instagram direct message stating that she was going to  
9 give the bank accounts that she had recruited to defendant to deposit  
10 checks into because co-defendant CORONA was on vacation.

11 vii. On January 28, 2021, in Instagram direct  
12 messages, co-defendant ARELLANO sent defendant three PIN numbers for  
13 debit cards that co-defendant ARELLANO had caused to be delivered to  
14 defendant and indicated that the PIN number for the fourth debit card  
15 was written on the card.

16 viii. On January 31, 2021, in response to co-  
17 defendant ARELLANO's Instagram direct message asking if Citi or  
18 Capital One accounts worked in the scheme, defendant said that Citi  
19 accounts worked, but he was not sure about Capital One accounts.

20 ix. On March 9, 2021, in response to co-defendant  
21 MARTINEZ's Instagram direct message stating that it was "time to  
22 start scamming," defendant said that he "hate[d] regular jobs."

23 x. On March 11, 2021, co-defendant MARTINEZ sent  
24 defendant an Instagram direct message stating, "Free Money Babes for  
25 me."

26 xi. On June 9, 2021, in response to Co-Conspirator  
27 4's Instagram direct message stating that they were interested in  
28 participating in the scheme, co-defendant NICHOLSON told Co-

1 Conspirator 4 to contact defendant, which Co-Conspirator 4 did.

2 xii. On July 22, 2021, defendant arranged to pick up  
3 Co-Conspirator 4's debit card.

4 xiii. On October 8, 2021, defendant sent an  
5 Instagram direct message to co-conspirators including co-defendants  
6 CORONA, EDEZA, OCHOA, ARRELLANO, and NICHOLSON, stating that  
7 defendant needed BOA or WFB accounts and that he was "ready for a new  
8 week" and for "new money."

9 **Accountholder B.T. (WFB 1491)**

10 xiv. On January 8, 2021, in Instagram direct messages,  
11 defendant sent co-defendant CORONA a photograph depicting three debit  
12 cards, including one bearing the name of B.T.

13 xv. On January 11, 2021, in response to co-defendant  
14 CORONA's Instagram direct message asking if defendant had business  
15 accounts because co-defendant CORONA had business checks, defendant  
16 said, "hot shit."

17 xvi. On January 12, 2021, co-defendant CORONA  
18 deposited check no. 10030 from D.M.G.C., Inc. payable to the Law  
19 Office of L.A.R. in the amount of \$8,000 into WFB Account 1491 at an  
20 ATM in Gardena, California.

21 xvii. On January 12, 2021, defendant sent co-  
22 defendant CORONA a photograph depicting an ATM receipt documenting  
23 that check no. 10030 was deposited into WFB Account 1491. Defendant  
24 indicated that the funds would be available on January 13, 2021.

25 xviii. On January 15, 2021, defendant withdrew  
26 \$2,500 in cash from WFB Account 1491 at an ATM in Lynwood,  
27 California.

1 **Accountholder M.C. (WFB Account 5820)**

2 xix. On January 30, 2021, in response to Co-  
3 Conspirator 3's Instagram direct message that he had a WFB debit card  
4 for defendant, defendant said that he could try to deposit some  
5 stolen checks in the account on Monday.

6 xx. On Monday, February 1, 2021, using Instagram  
7 direct messages and voice calls, defendant arranged to pick up WFB  
8 Card 4832 from Co-Conspirator 3.

9 xxi. On February 1, 2021, defendant deposited check  
10 no. 143 from S.C.T. payable to R.T. in the amount of \$2,350 into WFB  
11 Account 5820 using WFB Card 4832 at an ATM in Gardena, California.

12 xxii. On February 2, 2021, in an Instagram direct  
13 message, defendant sent Co-Conspirator 3 a photograph depicting an  
14 ATM receipt that documented the deposit of check no. 143 into WFB  
15 Account 5820 and that the account had a balance of -\$233.06 until the  
16 check funds cleared. Defendant told Co-Conspirator 3, "This to see  
17 what that Negative do."

18 **Accountholder C.C.H. (WFB Account 4158)**

19 xxiii. On February 1, 2021, defendant deposited  
20 check no. 4025 from T.G., LLC payable to A.B.I. in the amount of  
21 \$20,530.23 into WFB Account 4158 using WFB Card 2176 at an ATM in  
22 Gardena, California.

23 xxiv. On February 2, 2021, in response to co-  
24 defendant EDEZA's Instagram direct message asking whether check no.  
25 4025 had cleared, defendant told co-defendant EDEZA to tell C.C.H.  
26 not to try to withdraw any money from WFB Account 4158 yet.

27 xxv. On February 5, 2021, in Instagram direct  
28 messages, co-defendant EDEZA asked defendant how it was going with

1 WFB Account 4158, which co-defendant EDEZA had "got" for defendant,  
2 and how many more days it would take to withdraw the full amount of  
3 the stolen checks deposited into WFB Account 4158.

4 xxvi. On February 6, 2021, defendant withdrew \$700  
5 in cash from WFB Account 4158 at an ATM in Los Angeles, California.

6 xxvii. On February 6, 2021, in response to co-  
7 defendant EDEZA's Instagram direct message stating that C.C.H. was  
8 asking how long it would take to withdraw the full amount of the  
9 stolen checks deposited into WFB Account 4158, defendant sent a  
10 photograph depicting a portion of a WFB ATM receipt showing the  
11 February 6, 2021, \$700 cash withdrawal and a remaining balance of  
12 \$6,233.28 in WFB Account 4158.

13 xxviii. On February 8, 2021, defendant withdrew  
14 \$1,000 in cash from WFB Account 4158 at an ATM in Westchester,  
15 California.

16 xxix. On February 8, 2021, in response to co-  
17 defendant EDEZA's Instagram direct message asking if defendant had  
18 gotten more cash out of WFB Account 4158 that day, defendant said he  
19 had taken out all \$100 bills and that defendant would likely complete  
20 the withdrawals by February 10, 2021.

21 **Accountholder R.B. (WFB Account 8769)**

22 xxx. On February 10, 2021, defendant deposited check  
23 no. 40146 from J.P.T., Inc. payable to N.C.C.B., Inc. in the amount  
24 of \$31,143.75 into WFB Account 8769 using WFB Card 7041 at an ATM in  
25 Gardena, California.

26 xxxi. On February 11, 2021, defendant withdrew  
27 \$2,500 in cash from WFB Account 8769 at an ATM in Westchester,  
28 California.



1                   xxxii.       On February 11, 2021, defendant withdrew  
2 \$800 in cash from WFB Account 8769 at an ATM in Westchester,  
3 California.

4                   xxxiii.     On February 11, 2021, in response to co-  
5 defendant ARRELLANO's Instagram direct message asking if defendant  
6 was "cashing out," defendant told co-defendant ARRELLANO that he had  
7 gotten \$3,300 out of WFB Account 8769 and sent a photograph of a  
8 portion of the ATM receipt documenting the February 11, 2021, \$800  
9 cash withdrawal in front of a stack of \$100 and \$20 bills.

10 **Accountholders G.M. & J.M. (WFB Account 4225)**

11                   xxxiv.     On March 29, 2021, in response to co-  
12 defendant EDEZA's Instagram direct message stating that co-defendant  
13 EDEZA still needed to get the PIN numbers because he forgot to the  
14 previous night, defendant said, "Hahah need those."

15                   xxxv.       On March 29, 2021, using Instagram direct  
16 messages, co-defendant EDEZA told defendant that co-defendant  
17 EDEZA's "homie" was "still at work" and would send the PIN numbers  
18 "in a bit."

19                   xxxvi.     On March 29, 2021, defendant deposited check  
20 no. 1159 from H., LLC payable to WFB in the amount of \$4,000 into WFB  
21 Account 4225 using WFB Card 7597 at an ATM in Compton, California.

22                   xxxvii.    On March 29, 2021, defendant deposited check  
23 no. 1031 from S.A., LLC payable to G.M.E., Inc. in the amount of  
24 \$5,000 into WFB Account 4225 at an ATM in Compton, California.

25                   xxxviii.   On March 30, 2021, defendant withdrew \$700  
26 in cash from WFB Account 4225 at an ATM in Gardena, California.

1 xxxix. On March 30, 2021, defendant sent co-  
2 defendant EDEZA an Instagram direct message stating that the stolen  
3 checks deposited into WFB Account 4225 had cleared.

4 xli. On March 30, 2021, using Instagram direct  
5 messages, defendant sent co-defendant EDEZA a photograph of the ATM  
6 receipt documenting the March 30, 2021, \$700 cash withdrawal from WFB  
7 Account 4225 as well a stack of \$50 bills covering a WFB debit card.

8 xlii. On March 30, 2021, using Instagram direct  
9 messages, defendant sent co-defendant EDEZA a photograph of the ATM  
10 receipt documenting the March 30, 2021, \$700 cash withdrawal from WFB  
11 Account 4225 with the bank account information redacted. Defendant  
12 directed co-defendant EDEZA to post the photograph to his Instagram  
13 story to recruit more accountholders to participate in the scheme.

14 **Accountholder L.M. (WFB Account 6668)**

15 xlii. On July 26, 2021, defendant deposited stolen  
16 check no. 6814 from C.G.G.M. payable to F.K. LLC in the amount of  
17 \$6,688.60 into WFB Account 6668 at an ATM in Inglewood, California.

18 xliii. On July 27, 2021, defendant withdrew \$2,500  
19 in cash from WFB Account 6668 at an ATM in Westchester, California.

20 xliv. On July 27, 2021, defendant posted to his  
21 Instagram story a partially redacted photograph depicting an ATM  
22 receipt documenting the July 27, 2021, \$2,500 cash withdrawal from  
23 WFB Account 6669 and a stack of \$100 bills with the caption, "same  
24 shit different day we gotta get FMB."

25 i. Defendant admits that by engaging in the conduct and  
26 acts described above: (1) he knowingly executed and participated in a  
27 scheme to defraud the Financial Institutions of money; (2) he did so  
28 with the intent to defraud the Financial Institutions; and (3) he

1 unlawfully obtained money from the Financial Institutions through  
2 false and fraudulent pretenses, statements, and representations,  
3 which had the natural tendency to influence the Financial  
4 Institutions to part with money.

5 j. Defendant admits that over the course of the  
6 conspiracy, he and his co-conspirators: (1) attempted and intended to  
7 cause a loss of at least \$5,392,100.17 to several of the Financial  
8 Institutions; and (2) caused an actual loss of \$2,722,632.52 to WFB.  
9 Defendant further admits it was reasonably foreseeable to him that  
10 all of this loss was a potential result of the above-described bank  
11 fraud conspiracy.

12 k. Defendant admits that he and his co-conspirators  
13 caused monetary losses to at least 10 victims, including the  
14 Financial Institutions.

15 l. Defendant admits that on January 12, 2021, he and co-  
16 defendant CORONA, each aiding and abetting the other, knowingly  
17 possessed and used, without lawful authority, a means of  
18 identification that defendant knew belonged to another person, that  
19 is, the name and signature of L.A.R., during their participation in  
20 the bank fraud conspiracy described above. Specifically, on January  
21 12, 2021, co-defendant CORONA deposited a check made payable to the  
22 Law Office of L.A.R. in the amount of \$8,000 (the "\$8,000 check")  
23 into WFB Account 1491 at an ATM in Gardena, California. This check  
24 listed L.A.R. as the payee and was falsely endorsed using L.A.R.'s  
25 forged signature. L.A.R. did not give defendant or co-defendant  
26 CORONA consent to use or possess L.A.R.'s name or signature. At the  
27 time co-defendant CORONA deposited the \$8,000 check, co-defendant  
28

1 CORONA and defendant knew that L.A.R.'s name and signature belonged  
2 to a real person.

3 i. Prior to co-defendant CORONA depositing the  
4 \$8,000 check into WFB Account 1491, defendant solicited the account  
5 holder of WFB Account 1491 (the "Account Holder") through social  
6 media and asked the Account Holder to provide the debit card and bank  
7 account information for WFB Account 1491. Defendant solicited the  
8 Account Holder so that co-defendant CORONA could deposit stolen  
9 checks, like the \$8,000 check, into WFB Account 1491. The Account  
10 Holder provided the debit card and account information for WFB  
11 Account 1491 to defendant and co-defendant CORONA. Defendant admits  
12 that by engaging in this conduct, he aided and abetted co-defendant  
13 CORONA's commission of aggravated identity theft, as defendant:  
14 (1) aided co-defendant CORONA with depositing the \$8,000 check into  
15 WFB Account 1491; (2) acted with the intent to facilitate co-  
16 defendant CORONA's deposit of the \$8,000 check into WFB Account 1491;  
17 and (3) acted before co-defendant CORONA completed the deposit of the  
18 \$8,000 check into WFB Account 1491.

19 SENTENCING FACTORS

20 17. Defendant understands that in determining defendant's  
21 sentence the Court is required to calculate the applicable Sentencing  
22 Guidelines range and to consider that range, possible departures  
23 under the Sentencing Guidelines, and the other sentencing factors set  
24 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
25 Sentencing Guidelines are advisory only, that defendant cannot have  
26 any expectation of receiving a sentence within the calculated  
27 Sentencing Guidelines range, and that after considering the  
28 Sentencing Guidelines and the other § 3553(a) factors, the Court will

1 be free to exercise its discretion to impose any sentence it finds  
 2 appropriate between the mandatory minimum and up to the maximum set  
 3 by statute for the crimes of conviction.

4 18. Defendant and the USAO agree to the following applicable  
 5 Sentencing Guidelines factors:

6	Base Offense Level:	7	U.S.S.G. § 2B1.1(a)(1)
7	More than \$3.5 Million of		
8	Loss:	+18	U.S.S.G. § 2B1.1(b)(1)(J)
9	10 or More Victims:	+2	U.S.S.G. § 2B1.1(b)(2)(A)(i)

10 Defendant and the USAO reserve the right to argue that additional  
 11 specific offense characteristics, adjustments, and departures under  
 12 the Sentencing Guidelines are appropriate. Defendant understands  
 13 that the Court must sentence defendant to a term of two years'  
 14 imprisonment on Count 46, which must run consecutive to any term of  
 15 imprisonment imposed for Count One.

16 19. Defendant understands that there is no agreement as to  
 17 defendant's criminal history or criminal history category.

18 20. Defendant and the USAO reserve the right to argue for a  
 19 sentence outside the sentencing range established by the Sentencing  
 20 Guidelines based on the factors set forth in 18 U.S.C. §§ 3553(a)(1),  
 21 (a)(2), (a)(3), (a)(6), and (a)(7).

#### 22 WAIVER OF CONSTITUTIONAL RIGHTS

23 21. Defendant understands that by pleading guilty, defendant  
 24 gives up the following rights:

- 25 a. The right to persist in a plea of not guilty.
- 26 b. The right to a speedy and public trial by jury.
- 27 c. The right to be represented by counsel -- and if
- 28 necessary have the Court appoint counsel -- at trial. Defendant

1 understands, however, that, defendant retains the right to be  
2 represented by counsel -- and if necessary have the Court appoint  
3 counsel -- at every other stage of the proceeding.

4 d. The right to be presumed innocent and to have the  
5 burden of proof placed on the government to prove defendant guilty  
6 beyond a reasonable doubt.

7 e. The right to confront and cross-examine witnesses  
8 against defendant.

9 f. The right to testify and to present evidence in  
10 opposition to the charges, including the right to compel the  
11 attendance of witnesses to testify.

12 g. The right not to be compelled to testify, and, if  
13 defendant chose not to testify or present evidence, to have that  
14 choice not be used against defendant.

15 h. Any and all rights to pursue any affirmative defenses,  
16 Fourth Amendment or Fifth Amendment claims, and other pretrial  
17 motions that have been filed or could be filed.

18 WAIVER OF APPEAL OF CONVICTION

19 22. Defendant understands that, with the exception of an appeal  
20 based on a claim that defendant's guilty pleas were involuntary, by  
21 pleading guilty defendant is waiving and giving up any right to  
22 appeal defendant's convictions on the offenses to which defendant is  
23 pleading guilty. Defendant understands that this waiver includes,  
24 but is not limited to, arguments that the statutes to which defendant  
25 is pleading guilty are unconstitutional, and any and all claims that  
26 the statement of facts provided herein is insufficient to support  
27 defendant's pleas of guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

23. Defendant agrees that, provided the Court, before imposition of the mandatory consecutive sentence of two years' imprisonment on Count 46, imposes a term of imprisonment within or below the range corresponding to an offense level of 24 and the criminal history category calculated by the Court, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the Court, provided it is within the statutory maximum; (d) to the extent permitted by law, the constitutionality or legality of defendant's sentence, provided it is within the statutory maximum; (e) the amount and terms of any restitution order, provided it requires payment of no more than \$2,722,632.52; (f) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (g) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in Second Amended General Order 20-04 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

24. The USAO agrees that, provided (a) all portions of the sentence are at or above the statutory minimum and at or below the statutory maximum specified above and (b) before imposition of the mandatory consecutive sentence of two years' imprisonment on Count 46, the Court imposes a term of imprisonment within or above the range corresponding to an offense level of 24 and the criminal history category calculated by the Court, the USAO gives up its right

1 to appeal any portion of the sentence, with the exception that the  
2 USAO reserves the right to appeal the following: the amount of  
3 restitution ordered if that amount is less than \$2,722,632.52.

4 RESULT OF WITHDRAWAL OF GUILTY PLEA

5 25. Defendant agrees that if, after entering guilty pleas  
6 pursuant to this agreement, defendant seeks to withdraw and succeeds  
7 in withdrawing defendant's guilty pleas on any basis other than a  
8 claim and finding that entry into this plea agreement was  
9 involuntary, then (a) the USAO will be relieved of all of its  
10 obligations under this agreement; and (b) should the USAO choose to  
11 pursue any charge that was either dismissed or not filed as a result  
12 of this agreement, then (i) any applicable statute of limitations  
13 will be tolled between the date of defendant's signing of this  
14 agreement and the filing commencing any such action; and  
15 (ii) defendant waives and gives up all defenses based on the statute  
16 of limitations, any claim of pre-indictment delay, or any speedy  
17 trial claim with respect to any such action, except to the extent  
18 that such defenses existed as of the date of defendant's signing this  
19 agreement.

20 RESULT OF VACATUR, REVERSAL, OR SET-ASIDE

21 26. Defendant agrees that if any count of conviction is  
22 vacated, reversed, or set aside, the USAO may: (a) ask the Court to  
23 resentence defendant on any remaining count of conviction, with both  
24 the USAO and defendant being released from any stipulations regarding  
25 sentencing contained in this agreement, (b) ask the Court to void the  
26 entire plea agreement and vacate defendant's guilty plea on any  
27 remaining count of conviction, with both the USAO and defendant being  
28 released from all their obligations under this agreement, or



1 (c) leave defendant's remaining conviction, sentence, and plea  
2 agreement intact. Defendant agrees that the choice among these three  
3 options rests in the exclusive discretion of the USAO.

4 EFFECTIVE DATE OF AGREEMENT

5 27. This agreement is effective upon signature and execution of  
6 all required certifications by defendant, defendant's counsel, and an  
7 Assistant United States Attorney.

8 BREACH OF AGREEMENT

9 28. Defendant agrees that if defendant, at any time after the  
10 signature of this agreement and execution of all required  
11 certifications by defendant, defendant's counsel, and an Assistant  
12 United States Attorney, knowingly violates or fails to perform any of  
13 defendant's obligations under this agreement ("a breach"), the USAO  
14 may declare this agreement breached. All of defendant's obligations  
15 are material, a single breach of this agreement is sufficient for the  
16 USAO to declare a breach, and defendant shall not be deemed to have  
17 cured a breach without the express agreement of the USAO in writing.  
18 If the USAO declares this agreement breached, and the Court finds  
19 such a breach to have occurred, then: (a) if defendant has previously  
20 entered guilty pleas pursuant to this agreement, defendant will not  
21 be able to withdraw the guilty pleas, and (b) the USAO will be  
22 relieved of all its obligations under this agreement.

23 29. Following the Court's finding of a knowing breach of this  
24 agreement by defendant, should the USAO choose to pursue any charge  
25 that was either dismissed or not filed as a result of this agreement,  
26 then:  
27  
28

1           a. Defendant agrees that any applicable statute of  
2 limitations is tolled between the date of defendant's signing of this  
3 agreement and the filing commencing any such action.

4           b. Defendant waives and gives up all defenses based on  
5 the statute of limitations, any claim of pre-indictment delay, or any  
6 speedy trial claim with respect to any such action, except to the  
7 extent that such defenses existed as of the date of defendant's  
8 signing this agreement.

9           c. Defendant agrees that: (i) any statements made by  
10 defendant, under oath, at the guilty plea hearing (if such a hearing  
11 occurred prior to the breach); (ii) the agreed to factual basis  
12 statement in this agreement; and (iii) any evidence derived from such  
13 statements, shall be admissible against defendant in any such action  
14 against defendant, and defendant waives and gives up any claim under  
15 the United States Constitution, any statute, Rule 410 of the Federal  
16 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
17 Procedure, or any other federal rule, that the statements or any  
18 evidence derived from the statements should be suppressed or are  
19 inadmissible.

20           COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

21                   OFFICE NOT PARTIES

22           30. Defendant understands that the Court and the United States  
23 Probation and Pretrial Services Office are not parties to this  
24 agreement and need not accept any of the USAO's sentencing  
25 recommendations or the parties' agreements to facts or sentencing  
26 factors.

27           31. Defendant understands that both defendant and the USAO are  
28 free to: (a) supplement the facts by supplying relevant information

1 to the United States Probation and Pretrial Services Office and the  
2 Court, (b) correct any and all factual misstatements relating to the  
3 Court's Sentencing Guidelines calculations and determination of  
4 sentence, and (c) argue on appeal and collateral review that the  
5 Court's Sentencing Guidelines calculations and the sentence it  
6 chooses to impose are not error, although each party agrees to  
7 maintain its view that the calculations in paragraph 18 are  
8 consistent with the facts of this case. While this paragraph permits  
9 both the USAO and defendant to submit full and complete factual  
10 information to the United States Probation and Pretrial Services  
11 Office and the Court, even if that factual information may be viewed  
12 as inconsistent with the facts agreed to in this agreement, this  
13 paragraph does not affect defendant's and the USAO's obligations not  
14 to contest the facts agreed to in this agreement.

15 32. Defendant understands that even if the Court ignores any  
16 sentencing recommendation, finds facts or reaches conclusions  
17 different from those agreed to, and/or imposes any sentence up to the  
18 maximum established by statute, defendant cannot, for that reason,  
19 withdraw defendant's guilty pleas, and defendant will remain bound to  
20 fulfill all defendant's obligations under this agreement. Defendant  
21 understands that no one -- not the prosecutor, defendant's attorney,  
22 or the Court -- can make a binding prediction or promise regarding  
23 the sentence defendant will receive, except that it will be between  
24 the statutory mandatory minimum and within the statutory maximum.

25 NO ADDITIONAL AGREEMENTS

26 33. Defendant understands that, except as set forth herein,  
27 there are no promises, understandings, or agreements between the USAO  
28 and defendant or defendant's attorney, and that no additional

1 promise, understanding, or agreement may be entered into unless in a  
2 writing signed by all parties or on the record in court.

3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

4 34. The parties agree that this agreement will be considered  
5 part of the record of defendant's guilty plea hearing as if the  
6 entire agreement had been read into the record of the proceeding.

7 AGREED AND ACCEPTED

8 UNITED STATES ATTORNEY'S OFFICE  
9 FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

10 E. MARTIN ESTRADA  
11 United States Attorney

12 Sarah E. Spielberger  
13 SARAH E. SPIELBERGER  
14 Assistant United States Attorney

15 JOHN WESLEY BESS JR.  
16 Defendant

17 PAUL W. BLAKE  
18 Attorney for Defendant JOHN WESLEY  
19 BESS JR.

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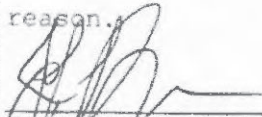
April 16, 2024  
Date

4/26/24  
Date

4/26/24  
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

  
JOHN WESLEY BESS JR.  
Defendant

4/26/24  
Date


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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am JOHN WESLEY BESS JR.'s attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of guilty pleas pursuant to this agreement.

  
\_\_\_\_\_  
PAUL W. BLAKE  
Attorney for Defendant JOHN WESLEY  
BESS JR.

  
\_\_\_\_\_  
Date